

POOR LEGIBILITY

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL

Book A, pg 447 & 448

Book A, pg 447

for the recovery of the same either by suit or otherwise, and for anything in said Note or in this Indenture to be done, and in any suit or other proceedings that may be brought by or for the benefit of the said principal sum and interest or either of said Note or Mortgage it shall and may be lawful for said party of the second part his heirs, executors, administrators or assigns to execute in the Judgment that may be recovered, the same for all cost by law and contract law fees and charges of Attorneys and Counsel employed on such proceedings suit or well as all payments that the said party of the second part his heirs, executors, administrators or assigns may be obliged to make for his or their security or out accounts of any taxes, charges, assessments or assessments whatsoever in the premises hereinafter described. In Witness whereof I have hereunto set my hand and seal the 26th day of August 1867 One thousand eight hundred and sixty seven

Witness my hand and seal in the presence of
 Jacob Young Jr (Not)
 Territory of Nevada: ss
 County of Storey ss On this 26th day of August 1867 I do hereby certify that
 Me. George S. Barrett a Notary Public in and for said County personally appeared Jacob Young Jr personally known to me to be the person described in said note who executed the foregoing instrument who duly acknowledged to me that he executed the same freely and voluntarily, and for the use and purposes therein mentioned. Test Myself my hand and official seal the date last above written.

Recorded at request of Grant August 26th 1867 at 30 mins past 3 P.M.
 Chas. H. Fisher County Recorder

Isaac L. Rogna } This Indenture made the twenty second day of July
 Wood & Keyson } in the year of our Lord eight hundred and sixty seven
 Between Isaac L. Rogna of said State of Nevada Territory party of the first part and John Wood and E. H. Keyson of Sacramento County State of California party of the second part Witnesseth That the party of the first part is justly indebted to the said parties of the second part in the sum of Ten thousand Dollars upon a promissory Note made of the date hereof by the party of the first part to and in favor of the said parties of the second part in the words and figures following to-wit: "Gold Hill, N. S. July 22nd 1867 \$10,000. One month after date I promise to pay to the said Isaac L. Rogna or order Ten thousand Dollars for value received with interest at the rate of three per cent a month until paid, interest to be paid monthly and if not so paid to draw out of the said sum as the principal" /Signed/ Isaac L. Rogna

134719

State of Nevada
 County of Silver
 I, C. S. Stanger, one of the firm of Stanger, Stanger & Company, the assignees named in the within promissory note, do hereby certify that said promissory note is fully paid, satisfied and discharged, and is hereby cancelled and annulled by the assignees named above, and that all claims for said note and promissory note are hereby forever barred and discharged, and that the same shall be deemed and taken as such for all purposes.

Now this Indenture Witnesseth that for the purpose of securing
 payment of the said promissory note and the interest thereon
 shall become due and payable, the said part of the first part
 and in consideration of the premises, as also in consideration of
 of one dollar lawful money to me in hand paid by the first part
 second part at or before the execution of these presents, the receipt
 of is hereby acknowledged by the granted bargained sold conveyed and
 confirmed and do hereby grant bargain sell convey and confirm
 the said part of the second part their heirs and assigns, all of my
 quarter interest in the County Mill situated at Gold Hill Nevada
 on the ground known as Hamilton's & Breaker's mining ground and
 bounded on the South by the Mining ground of Stewart & his partners
 on the North by the Mining ground of John H. Brown, this County
 Mill being known as Mc Lellan & Regua Mill, also the one (1/4) fourth
 interest in a mill site on American Flat situated about and
 more South from Gold Hill a few feet east from the route known
 as American flat road, said Mill site has been improved by ground
 and erecting a stone foundation thereon the ground is known as
 H. Mc Lellan Mill site together with all and singular the tenements
 hereditaments and appurtenances therunto belonging or in anywise
 appertaining to have and to hold the said above described
 premises with all the tenements hereditaments and appurtenances
 thereto belonging unto the said part of the second part their heirs
 and assigns to and forever and their only proper use and behoof
 forever to have and to hold, that if the said part of the first
 part shall and doth with and lawfully pay or caused to be paid
 said promissory note with the interest in it shall become due
 just payable thereon according to the terms and effect thereof, then
 and such said this Indenture and the estate hereby granted shall
 be null and void, void to remain in full force and virtue, that
 it is distinctly understood and agreed that if the interest on said
 promissory note shall not be punctually paid when the same become
 due and payable as before recited, then and in such case
 the principal sum of the said promissory note and the interest
 shall be deemed and taken to be wholly due and payable and
 proceeding may be forthwith be had by the said part of the
 second part their heirs executors administrators or assigns for the recovery
 of the same either by suit on said note or on the mortgage on the
 said note or in this Indenture to the contrary notwithstanding
 in any suit or other proceeding that may be had for the recovery
 of the said principal sum and interest or either of said note or on
 the mortgage it shall and may be lawful for said part of the
 second part their heirs executors administrators or assigns to execute
 in the judgment that may be required the Council for attorney
 by law and Collector for and charges of attorneys and counsel
 employed in such foreclosed suit as well as all demands thereon

134720

State of Maryland
County of Cecil

I, J. H. Rogers, one of the Justices of the Peace for the County of Cecil, do hereby certify that such mortgage is fully paid, and that the same is discharged by the mortgagee, and that all taxes for said year and years since have been paid.

... on the South by the ...
... the North by the ...
... being known as ...
... in a ...
... Gold Hill, a few feet east, from the ...
... American plot road. Said Hill ...
... erecting a Stone ...
... S. W. ...
... hereditarily and appurtenances ...
... To Have and To Hold the said ...
... with all the ...
... into the said ...
... and forever, and their ...
... Never the less that if the said ...
... shall and doth with and truly pay or cause to be paid ...
... the said ...
... payable thereon according to the terms and effect thereof, then ...
... and such this Indenture and the estate hereby granted shall ...
... be null and void else to remain in full force and Virtue. But ...
... it is distinctly understood and agreed that if the interest on said ...
... Promissory Note shall not be punctually paid, when the same become ...
... due and payable as before recited, then and in such case ...
... the principal sum of the said promissory Note and the interest ...
... shall be deemed and taken to be wholly due and payable and ...
... proceeding may be forthwith had by the said parties of the ...
... second part, their heirs, executors, administrators or assigns for the recovery ...
... of the same either by suit at Law or on the Mortgage any thing ...
... said Note or in this Indenture to the contrary notwithstanding ...
... in any suit or other proceeding that may be had for the recovery ...
... of the said principal sum and interest or either of said Note or of ...
... this Mortgage it shall and may be lawful for said parties of the ...
... second part, their heirs, executors, administrators or assigns to such to ...
... in the judgment that may be rendered the Counsel fees allowed ...
... by Law and Collections fees and Charges of Attorneys and Counsel ...
... employed in such foreclosure suit as well as all payments that the ...
... said parties of the second part, their heirs, executors, administrators, or ...
... assigns may be obliged to make for Collections or other security or ...
... on account of any taxes, charges, encumbrances or assessments whatsoever ...
... on the premises herebefore described. In Witness Whereof, the said party have ...
... hereunto set his hand and seal the 22nd day of July one thousand ...
... eight hundred and ...

134721

Signed, sealed and delivered in the presence of
 S. J. King, W. D. State
 Secretary of Maryland } On the Twenty fourth day of August 1842
 County of St. Mary } thousand eight hundred and forty two
 S. J. King a Notary Public in and for said County by reading the within
 Comprehended and several promises appeared before me I signed and
 in published to the aforesaid Instrument as a party thereto and personally
 known to me to be the Indenture described in and to be executed to the
 Instrument and wholly acknowledged to me that he executed the same
 and voluntarily for the uses and purposes therein contained. I did
 Witness Whereof I have hereunto set my hand and affixed my official
 Seal at my office in the County of St. Mary the day and year first above
 written
 S. J. King Notary Public
 Recorded at request of grantor August 28th 1842 at 10th Mo. p. 1st 4th
 Charles West County Clerk

Thomas F. Gale } This Indenture made the Twenty eighth day of August
 in the year of our Lord one thousand eight hundred and
 forty two between Thomas F. Gale of the County of St. Mary
 State of Maryland } and J. M. Galilee & W. C. Arrington parties of
 the first part and J. M. Galilee & W. C. Arrington parties of
 the second part. Whereas the said party of the first part is
 indebted to the said party of the second part in the sum of Three
 hundred and thirty Dollars United States Gold Coin or its equivalent
 certain promissory Note made of the date hereof by the party of the first
 part to and in favor of the second part in the words and figures following
 to wit: \$330.00 Virginia City 2nd Aug 28th 1842 (Thirty &c.) due
 after date (No Gold) I promise to pay Galilee and Arrington or either
 Three Hundred and thirty Dollars in United States Gold Coin or its equivalent
 in value in United States Legal Tender Note at the Banking House of
 Galilee & Arrington in this City value received with interest from Monthly
 at the rate of Eight (8) per cent per month until paid
 Monthly in advance
 the said reference being thereunto had May 20th 1842 (see app. 1842)
 This Indenture I Witnesseth that the said party of the first part for
 the better securing the payment of the said sum of Money herein
 to be paid by the said party of the second part with interest thereon
 to the true and intent and meaning thereof and also for and in
 Consideration of the sum of One Dollar to him in hand paid
 by the said party of the second part at present and the receipt
 and delivery of these presents the receipt whereof is hereby certified
 Has granted bargained sold aliened remised and conveyed
 and by these presents doth grant sell and convey unto the
 said party of the second part

Thomas F. Gale in the foregoing the receipt within
 of in the body thereof and declare that the said money
 is subject and charged
 with my own bond and that this 17th Nov 1864
 J. M. Galilee & W. C. Arrington
 J. M. Galilee & W. C. Arrington

134722

Book D 385

G. S. Davis

To R. A. McCallum

This Indenture, made the seventeenth day of

September, in the year of our Lord, one thousand eight hundred and sixty two, between G. S. Davis of San Francisco, California, party of the first part, & R. A. McCallum of New York, Slave County, Nevada Territory, party of the second part, the contents of which are as follows, to-wit: In consideration of the sum of Five thousand dollars lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, the said second, second, and quit claimed, and by these presents he, said second, second, and quit claim, unto the said party of the second part, and to his heirs and assigns forever, All his right, title and interest, in and to the following described property, to-wit: one certain one eighth (1/8) of a certain quartz mill situated in the town of Gold Hill, Slave County, Nevada Territory, on the main known as the McCallum & Hecker claim, bounded on the east by Stewart & Mitchell & on the west by Junior & Co. claim. The said mill property being known as the McCallum the mill, together with all accessories, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, and the reversions, and remainders, and remainders unto the heirs and assigns thereof. And also all the estate, right, title, interest, in and to the said property, possession, claims, and demands, whatsoever, as well in law as in equity of the said party of the first part, of us, or of the above described premises, and every part and parcel thereof, with the appurtenances, to have and to hold, as and unto the said party of the second part, his heirs and assigns forever. In witness whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of
G. J. Stewart
Minister of Nevada Territory of Slave County, N. T.

G. S. Davis (Seal)

At this seventeenth day of September, A. D. 1862, one thousand eight hundred and sixty two, before me, S. T. King, a Notary Public, in and for said County, within therein duly commissioned and sworn, personally appeared G. S. Davis, whose name is subscribed to the aforesaid Indenture as a party thereto, and personally known to me to be the individual described in, and who executed the aforesaid instrument, and who, duly acknowledged to me, that he executed the same freely and voluntarily for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and official seal at my office, in the County of Slave, the day and year last above written.

S. T. King, Notary Public

Recorded as request of R. A. McCallum, Sept 17, A. D. 1862, at 11.11. A. M.

134723

Chas. H. Fish
County Recorder

Document at request of Mortgagee Sept 30 1856 at 50 Main Street
Chas. V. Frost Receiver

I, W. M. Tilton } This Indenture made the Thirtieth day of September in the
 & } year of our Lord one thousand eight hundred and sixty five
 Harold H. Hamilton & Robert C. McEllan of the Town of Gold Hill Nevada }
 party of the first part, and John R. Harrold and W. C. Hamilton }
 of the same place parties of the second part. Witnesseth that the said }
 party of the first part, for and in consideration of the sum of Twenty five }
 Thousand Dollars Cash to them in hand paid by the said parties of the }
 second part (said Cash being bills and) Confirms unto the said }
 parties of the second part, and to their heirs and assigns forever all of }
 the interest of the said party of the first part in and to the Steam }
 Mill property and premises of the said party of the first part and J. L. }
 Regua situated in the town of Gold Hill agreement and erected in }
 the Mining Grounds and same known and called the "Rock" and }
 Hamilton Grounds" the Mill building being 122 feet long and 33 }
 feet wide and having machinery consisting of 16 Stamps and 32 }
 Pans with Boiler engine hoisting and pumping apparatus and fixtures }
 The interest of the said party of the first part being the undivided three }
 Quarters (3/4) thereof together with all and singular the tenements buildings }
 and appurtenances thereto belonging or in any way appertaining to them }
 and to their heirs and assigns forever by way of Mortgage to secure the payments of the }
 sum of Twenty five Thousand Dollars with interest. To wit: \$25,000 }
 Dollars being a Certain promissory Note of equal date herewith a copy of }
 which is as follows: \$15,000 Gold Hill Nevada Territory Sept 30th }
 Six months after date without grace I promise to pay Harrold & Hamilton }
 or order the sum of Fifteen Thousand Dollars with interest from date }
 until paid at the rate of two and one half (2 1/2) per cent per month }
 Interest payable monthly and if not paid to be added to the principal }
 and thenceforth draw like rates of interest as the principal, Principal }
 and interest as aforesaid to be paid in Gold Coin of the United States }
 of America }
 (Signed) Robt C McEllan

on 20th 1858 the Bank for Nelson being

After the sum of Ten Thousand Dollars advance already made }
 by the said parties of the second part to said party of the first part }
 said sum of Ten Thousand to be paid Ten (2) months hereafter }
 and there presents shall be out of such payments be made. But in }
 case default be made in the payment of either the principal or any instal- }
 lment of interest as provided then the whole sum of principal and }
 interest shall be due at the option of the party of the second part and }
 such may be immediately brought and a decree be had to sell the premises }
 above described with all and every of the appurtenances or any part thereof }
 in the manner prescribed by law and out of the money arising from such }
 sale to retain the said principal and interest although the same for }
 payment of said principal sum may not have at present been legally due

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The page 207 of 208 this Book for Nelson being

... in the first part ...
... to them in kind paid by the said parties ...
... the second part ...
... the interest of the said party of the first part ...
... together with all and singular the tenements ...
... and appurtenances thereto belonging ...
... the sum of Twenty five Thousand Dollars with interest ...
... which is as follows \$15000. Gold Hill Nevada Territory Sept 20th
Six months after date without grace I promise to pay Harrod & Hamilton
or order the sum of Fifteen Thousand Dollars with interest from date
until paid at the rate of two and one half (2 1/2) per cent per month
Interest payable monthly and if not paid to be added to the principal
and thenceforth draw like rates of interest on the principal, Principal
and interest as aforesaid to be paid in Gold Coin of the United States
of America. (Signed) Robt A M Lutton

After the sum of Ten Thousand Dollars advances already made
by the said parties of the second part to said party of the first part
said sum of Ten Thousand - to be paid Ten (20) months hereafter
and there presents shall be void if such payments be made But in
case default be made in the payment of either the principal or any inter-
est allment of interest as provided then the whole sum of principal and
interest shall be due at the option of the party of the second part and
suit may be immediately brought and a decree be had to sell the premises
above described with all and every of the appurtenances or any part thereof
in the manner prescribed by law and out of the money arising from such
sale to retain the said principal and interest although the time for
payment of said principal sum may not have expired together with
the Costs and Charges of making such sale and of suit for foreclosure
including Counsel fees at the rate of two per cent upon the amount
which may be found to be due for principal and interest by the
said decree and the surplus if any there be shall be paid by the
party making such sale and demand calls party of the first part
the said party of the first part shall be bound to pay the said sum of Ten

134725

for the said parties of the second part, there have been certain advertisements
 or figures to pay and discharge at maturity all taxes, assessments, fines
 or other incumbrances now subsisting or hereafter to be laid or imposed
 upon said lot of land and premises which may be in effect to charge
 thereupon and such payment shall be allowed with interest thereon at
 the rate of five per cent per month such payments and interest shall
 be considered as received by these parties and a charge upon said lot
 and premises shall be repayable on demand and may be deducted from
 the proceeds of the sale about authorized In Witness Whereof the said
 party of the first part has hereunto set his hand and seal the day and
 year first above written

Witness my hand and seal in the presence of
 J. N. Johnson, James M. Ginniss
 County of Nevada 38



Robert A. McCallan (Seal)

County of Storey 38 On the thirtieth day of September A.D. One
 thousand eight hundred and sixty two before me G. P. King a Notary Public
 in and for said Storey County duly Commissioned and sworn personally
 appeared the within named Robert A. McCallan whose name is
 subscribed to the foregoing Instrument as a party thereto, personally
 known to me to be the individual described in and who executed
 the said foregoing Instrument and to said Robert A. McCallan
 and for the use and purposes therein mentioned I. G. P. King Notary Public
 do hereby certify that he executed the same freely and voluntarily
 and for the use and purposes therein mentioned and I do hereby certify
 that the day mentioned in this Certificate first above written

G. P. King Notary Public
 County of Storey Sept 30 1862 A. P. A. M.
 Chas. H. Fick

County Recorder

A. McCallan &
 James M. Ginniss

This Instrument made the twenty sixth day of September
 in the year of our Lord one thousand eight hundred and
 sixty two between Robert A. McCallan and James M. Ginniss
 parties of the first part and John H. Harrold
 & Charles W. Newman and John D. Dwyer, parties of
 the second part all of the town of Gold Hill Nevada Territory
 that they said parties of the first part for and in consideration of the
 sum of fifteen thousand dollars to them in hand paid by the said
 parties of the second part do grant bargain sell and confirm unto
 the said parties of the second part and to their heirs and assigns
 forever all their right title interest & claim in and to the premises
 of the said parties of the first part at the Town of Gold Hill
 situated on and back of or West of the Gold Hill Mining
 Claim of said Harrold and others and used for the purpose of
 mining Gold Hill ground and hoisting rock therefrom and purposes
 thereof

I, G. P. King, Notary Public in and for the County of Storey, Nevada, do hereby certify that the within named Robert A. McCallan and James M. Ginniss are the parties to the foregoing Instrument and that they executed the same freely and voluntarily and for the use and purposes therein mentioned and I do hereby certify that the day mentioned in this Certificate first above written.

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and agree with the said party of the second part... maturely, all laws and provisions now existing... and assessments which are now, or may hereafter be imposed... Land and premises (and when this Mortgage or Monies hereby secured... its Continuance), and in default thereof the said party of the second part shall pay and discharge the same, and the same so paid shall be repaid at the rate of Ten per Cent. per month and shall be and is hereby secured by these presents, and be a lien upon said premises, and shall be detached from the premises of the date thereof above mentioned with interest as herein provided. In Witness Whereof the said Parties of the first part have hereunto set their hands and seal the day and year first above written.

J. D. King *E. Provoost*
James P. Provoost

Christy of Stoney J. On this Seventeenth day of November A.D. 1862 I showed eight hundred and sixty five before me *J. D. King* a Notary Public in and for said County reading herein duly authenticated and written formally appeared *E. Provoost* and *James Provoost*, his wife whose names are subscribed to the annexed Instrument as parties thereto and they severally duly acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *James Provoost* wife of *J. D. Provoost* who is personally known to me to be the person whose name is subscribed to the annexed instrument as a party thereto having been by me made acquainted with the contents of such instrument duly acknowledged to me and in consideration of my fee and without the presence of her husband that she executed the same freely and voluntarily, and for the uses and purposes therein mentioned without fear, Compulsion or in the influence of her husband and that she did not wish to retract the execution of the same. In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in said County on this day and year last above written. A.D. 1862

J. D. King Notary Public
Attest at Request of Mortgage Dec't No 1862 at 80 mins past 6 P.M.
Chas. H. Fish, County Recorder
By Geo. Erickson Deputy

From all men by these presents that we *J. D. Harold* and *Robt. Hamilton* of Gold Hill County of Stoney and *Christy of Stoney* do hereby testify and declare that the same were executed and signed by the said parties of the first part on the day and year last above written. In Witness Whereof we have hereunto set our hands and seals the day and year last above written.

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134728

by Duke & Hamilton the other fourth of said Mill being owned by J. L. Ryan which Mortgage was made to stand in the name of Ben. Thousand Dollars before the date of said Mortgage by us advanced to said M. O'Leary and the further sum of Fifty thousand Dollars being the amount of a promissory Note in said Mortgage described with interest and was duly recorded in the recorder's office of said County on the 3rd of Mortgage of 1122 on the said 3rd day of September A.D. 1862 is satisfied and discharged and the Mortgage premises are hereby released the debt herein mentioned in said Mortgage and note in any way effected by the release of this mortgage In Witness Whereof we have hereunto set our hands and affixed our seals this 3rd day of December A.D. 1862

A. C. Hamilton Seal
John B. Harold Seal

United States of America }
County of Nevada, County of Storey }
On this third day of December A.D. 1862 before me J. A. Kellogg a Justice of the Peace in and for Gold Hill Nevada County and County aforesaid personally appeared A. C. Hamilton & John Harold to me personally known to be the individuals described in and who executed the annexed instrument and each acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned In Witness Whereof I have hereunto set my hand the day and year in the Certificate first above written

J. A. Kellogg Justice of the Peace
Received at request of John Kneeland Dec 5 1862 at Gold Hill Nev. 1862
Chas. W. Fyke Co. Recorder
By Geo. Conditell Deputy

John Kneeland
to
Wilson & Hanson
This Indenture made the 5th day of December in the year of our Lord one thousand eight hundred and sixty two between John Kneeland of Gold Hill Storey County Nev. party of the first part and Jackson Wilson and E. A. Hanson of Storey County, Nev. of Sacramento Cal. parties of the second part Whereas the said party of the first part is justly indebted to the said parties of the second part in the sum of Twelve thousand \$12,000 Dollars lawful money of the United States bearing interest by two (2) Cents per annum commencing with their payment in words and figures as follows 7,000 Gold Hill N. V. December 11th 1862 for value received the greater of us promise to pay to Jackson Wilson or order in United States Gold Coin Five months after date with interest the sum of Seven (7) Thousand Dollars with interest at the rate of 2 Cents (2) per Cent per month payable quarterly (or 90 days) and in case of default to pay said principal and interest on said Gold Coin then for value received 1122

134729

Old Hill Tracy County Et C of the Mining Ground known as the
Pike & Nelsons Mining claim said claims are forty (40) feet in
width and bounded on the north by the claims of Iron & Co. on the
South by the claims of Stewart & Kirkpatrick, and Churchill and are
(20) Thousand feet more or less) west of the main Road leading through
Gold Hill. It known as the M. Lellan Quarry Crushing mill together
with all and singular the tenements buildings and appurtenances thereto
belonging or in any way appertaining and the sewers and reservoirs
conduits and conduits each of use and profits thereof. And also all the
estate right title interests and to said property, possession claims and
demand whatsoever as well as law as in equity of the said party of the
first part of in and to the same and every part and parcel thereof
with the appurtenances to have and to hold the above granted and
hereby promised with the appurtenances unto the said parties of the second
part their heirs and assigns to them and their own proper use benefit
and behoof forever. Provided Always and this present is upon this
express condition that if the said party of the first part his executors
or administrators shall well and truly pay unto the said parties of the
second part their executors administrators or assigns the said sum of
money to be paid by the said promissory notes and the interest
thereon at the time and in the manner mentioned in the said notes
according to the true intent and meaning thereof. And also pay the other
sums hereafter agreed to be paid as herein provided and then these
parties of the second part hereby granted shall be as determined and be
well and the said party of the first part for his heirs executors
and administrators doth consent and agree to pay unto the said
parties of the second part their executors administrators or assigns the
said sum of money and interest as mentioned above and secured
to be paid as aforesaid. And if default be made in the payment of
the said promissory notes or interest that may grow due thereon or of any
part thereof then the whole of said principal sum shall become due
and payable. And it shall be lawful for the said parties of the second
part their executors administrators and assigns to enter into and to
execute and to cause the promise hereby granted or intended to be and to all
the purposes of the same and all benefits and equity of redemption of the
said estate of the first part their heirs executors administrators or
assigns to have at their option according to law and under the direction
of any officers court of competent jurisdiction and out of the
said principal sum to return the said principal and interest
to the said party of the first part and the said promissory notes together with the
interest thereon to the said party of the first part.

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and of suit for foreclosure including counsel fees and also the amount of all such apportionment of taxes assessments or other incumbrances as may have been made by the said parties of the second part their heirs executors administrators or assigns by reason of the premises hereafter given with the interest on the same hereafter allowed rendering the surplus of the purchase money if any there shall be unto the said party of the first part his heirs executors administrators or assigns And the said party of the first part further covenants and agrees with the said parties of the second part to pay and discharge at maturity all debts and incumbrances now subsisting and also all taxes assessments and assessments which are now or may hereafter be imposed upon said land and premises (and upon this Mortgage or the money's hereby secured during its continuance) and in default thereof the said parties of the second part shall pay and discharge the same and the same as paid shall bear interest at the rate of Four (4) per cent per month and shall be and is hereby secured by three presents, and be a lien upon said premises and shall be deducted from the proceeds of the sale thereof above mentioned with interest as herein provided. In witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Agreed Sold and delivered in the presence of  John Kneeland 

J. H. Kelly
 United States of America
 County of Nevada County of Storey
 I, J. H. Kelly, a Notary Public in and for the County and Territory aforesaid duly Commissioned and sworn primarily appeared John Kneeland to me personally known to be the individual described in and who executed the annexed instrument and who name I subscribed to the annexed instrument as a party thereto and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned &c. &c. In Witness whereof I have hereunto set my hand and offered my official seal at my office in the County of Storey the day and year in this Certificate first above written.

On this Tenth day of Dec. A. D. one thousand eight hundred and sixty two before me J. D. Jackson a Notary Public in and for the County and Territory aforesaid duly Commissioned and sworn primarily appeared John Kneeland to me personally known to be the individual described in and who executed the annexed instrument and who name I subscribed to the annexed instrument as a party thereto and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned &c. &c. In Witness whereof I have hereunto set my hand and offered my official seal at my office in the County of Storey the day and year in this Certificate first above written.

J. D. Jackson Notary Public
 Recorded at request of C. P. Newson Dec. 5 1862 at 80 1/2 cents per page
 Wm. H. Sisk Recorder
 C. E. Powell Deputy

J. J. & H. H. Greasy
 James M. Strade
 This Indenture made the fifth day of December in the year of our Lord eighteen hundred and sixty two between Noah J. Greasy and William H. Greasy both of Beresford City in the County of Storey and Territory of Nevada parties of the first part and James M. Strade also of said Territory City party of the second part Witnesseth that the parties of the first part are justly indebted to the said party of the second part in the sum of Four hundred and thirty seven dollars and no cents upon a promissory Note made of the date hereof by the parties of the first part to and in favor of the said party of the second part



I have reviewed this instrument and the same is fully paid and the same is fully paid

and confirm into the said party of the second part his heirs and assigns all of an undivided
 then granted interest in and to a Certain Quarry containing Well situated in field
 Mill Perry County N.Y. said mill is located about one thousand feet more or less
 West of the main Road leading through the Town of Cold Hill and is bounded on
 the North by the Claim or mining ground of Iron Co. on the South by the Claim
 or mining ground of Edward H. H. Churchhill and is on the mining ground
 known as Quaker Hamilton Claims together with all and singular the tenements
 appurtenances and appurtenances thereto belonging or in any wise appertaining
 to them and to hold the said above described premises with all the tenements
 appurtenances and appurtenances thereto belonging unto the said party of the second
 part his heirs and assigns for his and their and their and his only proper use and
 behoof forever Provided nevertheless that if the said party of the first part
 shall not duly well and truly pay or cause to be paid the said promissory
 Note with the interest as it shall become due and payable thereon according
 to the terms and effect thereof then in such case this indenture and the
 estate hereby granted shall be null and void else to remain in full force
 and virtue But it is distinctly understood and agreed that if the interest
 on said promissory Note shall not be punctually paid when the same become
 due and payable as before mentioned then and in such case the principal
 sum of the said promissory Note and the interest shall be deemed and taken
 to be wholly due and payable and no proceeding may for the same be had by the
 said party of the second part his heirs executors administrators or assigns
 for the recovery of the same either by suit on said Note or on the mort-
 gage any thing in said Note or in this indenture to the contrary notwithstanding
 and in any suit or other proceeding that may be had for the recovery of
 the said principal sum and interest or either of said Note or of the Mortgage
 it shall and may be lawful for said party of the second part his heirs executors
 administrators or assigns to include in the judgment that may be recovered
 the costs charges allowed by law and collection fees and charges of attorney
 and counsel employed in such foreclosure suit as well as all payments
 made by the said party of the second part his heirs executors administrators or
 assigns may be obliged to make for his or their security or on account of any
 bonds charges or covenants or agreements whatsoever on the premises herebefore
 described. In Witness Whereof I have hereunto set my hand and seal the
 twentieth day of December and thousand eight hundred and sixty two
 John Kneeland

(Seal)

On this twenty second day of December A.D. 1862
 before me S. J. King a Notary Public in and for said County residing lawfully duly sworn and sworn
 former of said John Kneeland whose name is subscribed to the aforesaid instrument
 as party thereto and personally known to me to be the individual denoted in
 and who executed the aforesaid instrument and the said John Kneeland duly

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To Have and to Hold the said above described premises with all the tenements
incidental and appurtenances thereto belonging unto the said party of the first part
his heirs and assigns for his and their and their and his only proper use and
benefit forever. Provided nevertheless that if the said party of the first part
shall and does well and truly pay or cause to be paid the said promissory
note with the interest as it shall become due and payable thereon according
to the terms and effect thereof then in such case this indenture and the
estate hereby granted shall be void and cease to remain in full force
and virtue. But it is distinctly understood and agreed that if the interest
on said promissory note shall not be punctually paid when the same become
due and payable in full payment thereon and in such case the principal
sum of the said promissory note and the interest shall be deemed and taken
to be due and payable and proceeding may forthwith be had by the
said party of the first part his heirs executors administrators or assigns
for the recovery of the same either by suit on said note or on the bond
and in any other manner that may be had for the recovery of
the said principal sum and interest or either of said notes or of the mortgage
thereon and may the benefit for said party of the first part his heirs
executors administrators or assigns be made in their judgment that may be deemed
the best and most advantageous for them and collection fees and charges of attorney
and other expenses and costs incidental thereto as well as all payments
that the said party of the first part his heirs executors administrators or
assigns may be obliged to make for his or their security or on account of any
liability or in any manner whatsoever on the premises herebefore
mentioned. In witness whereof I have hereunto set my hand and seal the
fourteenth day of November and thousand eight hundred and sixty two
at the City of New York.

John Kneeland (Seal)

Witness my hand and seal the second day of December A.D.
1862 at New York eight hundred and sixty two before me S. J. King a Notary
Public in and for said County residing lawfully sworn and sworn
before me and John Kneeland whose name is subscribed to the annexed instrument
and who I have previously known to me to be the individual described in
said instrument and the said John Kneeland duly
acknowledged to me that he executed the same freely and voluntarily and for
the purposes therein mentioned. (S. J.) In witness whereof I
have hereunto set my hand and official seal at my office
in the County of Albany the day and year last above written.

S. J. King Notary Public
at the City of New York
at the City of New York
at the City of New York

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and effect and this indenture shall be void. Signed with my hand and sealed with my seal this day and year above written
Declarer of Nevada }
County of Storey }

On this 20th day of April A.D. One thousand eight hundred and Sixty three before me Henry M. Morgan a Notary Public in and for said County personally appeared Long Sisson personally known to me to be the person described in and who executed the foregoing Instrument who duly acknowledged to me that he executed the same freely and voluntarily and for the use and purposes therein mentioned. E. L. S. Notary my hand and Official Seal the date above written in this Certificate

H. M. Morgan, Notary Public
I accept the terms of the foregoing instrument this 20th day of April A.D. 1863.
L. Sisson (Seal)
By J. Popper (Seal)
his attorney in fact
Recorded at request of J. Popper April 30th 1863 at 20 min past 4. P.M.

Chas. H. Fish Recorder

John Kneeland
to
H. G. Maynard
This Indenture made the twentieth day of April in the year of our Lord eighteen hundred and sixty three between John Kneeland of the said County Nevada Territory party of the first part and H. G. Maynard of same place party of the second part Witnesseth that the party of the first part is justly indebted to the said party of the second part in the sum of seven thousand four hundred and ninety five dollars upon a Promissory Note made of the date hereof by the party of the first part to and in favor of the said party of the second part in the words and figures following to-wit: (Copy attached)
\$4,495. H. Gold Hill N.T. April 20. 1863. For value received I promise to pay H. G. Maynard or order in United States Gold coin sixty days after date without grace Four Thousand Four Hundred and ninety five dollars with interest at the rate of five per cent per annum payable monthly and in case of failure to pay such principal and interest in said Gold coin then for value received I promise to pay to said H. G. Maynard or order in addition thereto such as damages and further amount in percentages and also on every the ninth of the month differences in market value between such Gold coin and United States Gold coin or other higher evidence of gold value which shall be ascertained by the market of the nearest States a legal tender for payment of debts.
John Kneeland
H. G. Maynard

Handwritten notes in the left margin, including "H. G. Maynard" and other illegible scribbles.

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of the premises as in consideration of the sum of one dollar lawful money to him in hand paid by the party of the second part at or before the execution of these presents the receipt whereof is hereby acknowledged has granted bargained sold conveyed and confirmed and lawfully granted conveyed and confirmed unto the said party of the second part his heirs and assigns all that land bounded three fourths interest in a Tench well situate in Gold Hill Storey County Territory of Nevada upon ground bounded as the Hamilton & Smith Mining Claim or ground, said well being known as McFadden's Well, and now styled the "Cornel" Well

Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any way appertaining. To Have and to Hold the said above described premises with all the tenements hereditaments and appurtenances thereto belonging unto the said party of the second part his heirs and assigns to and for his and their only proper use and behoof forever. Provided Nevertheless that if the said party of the first part shall and does well and truly pay or cause to be paid the said Promissory Note with the interest as it shall become due and payable thereon according to the terms and effect thereof then in such case this indenture and the estate hereby granted shall be null and void else to remain in full force and virtue. And it is distinctly understood and agreed that if the interest on said Promissory Note shall not be punctually paid when the same becomes due and payable as before mentioned then and in such case the principal sum of the said Promissory Note and the interest shall be deemed and taken to be wholly due and payable and payment may forthwith be had by the said party of the second part his heirs executors administrators or assigns for the recovery of the same with by suit or writ or in the mortgage any thing in said note or in this Indenture to the contrary notwithstanding And in any suit or other proceedings that may be had for the recovery of the said principal sum and interest or with or said note or of the mortgage it shall and may be lawful for said party of the second part his heirs executors administrators or assigns to include in the judgment that may be recovered the Costs allowed by law and collection fees and charges of attorney and counsel employed in such foreclosure and as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his or their security or on account of any lease changes improvements or expenditures whatsoever on the premises herebefore described

In Witness Whereof I have hereunto set my hand and seal at the stated day of April one thousand eight hundred and eighty three

John Kneeland Seal

County of Nevada }
County of Storey } On this Twentieth day of April A.D. one thousand
1883

at
the
county
of
Storey
Territory
of
Nevada
this
twentieth
day
of
April
A.D.
1883

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...in Gold Hill County, Nevada, ...
as the Hamilton ...
as ...

...with all and singular the covenants, conditions and
appurtenances thereto ...
...of the second part his heirs and assigns to and for his and their only use
and behoof forever. Provided, Nevertheless, that if the said party
of the first part shall and does well and truly pay or cause to be
paid the said Promissory Note with the interest as it shall become
due and payable thereon according to the time and effect thereof
in such case the Indenture and the estate hereby granted shall be
void and void. This to remain in full force and virtue. And it is
hereby understood and agreed that if the interest on said
Promissory Note shall not be punctually paid when the same
becomes due and payable as before mentioned then and in such
case the principal sum of the said Promissory Note and the interest
thereon shall be deemed and taken to be wholly due and payable and payment
may forthwith be had by the said party of the second part his heirs or
his administrators or assigns for the recovery of the same with cost and
charges in or on the mortgage any thing in said note or in the Indenture
to the contrary notwithstanding. And in any suit or other proceedings that
may be had for the recovery of the said principal sum and interest or
part thereof or of the mortgage it shall and may be lawful for
said party of the second part his heirs executors administrators or
assigns to include in the Judgment that may be recovered the Bond Fee
allowed by law and costs and charges of attorneys and Counsel
retained and employed in such proceedings and agreed as aforesaid that the
said party of the second part his heirs executors administrators or assigns
be obliged to make for his or their security or on account of any such charges
or expenses or payments whatsoever on the premises herebefore described.

In Witness Whereof I have hereunto set my hand and seal the twentieth
day of April one thousand eight hundred and eighty three

John Kneeland (Seal)

County of Nevada
County of Storey

On this Twentieth day of April one thousand
eight hundred and eighty three before me Samuel Arnold a Notary Public
in and for said County, residing therein duly commissioned and sworn
lawfully abiding John Kneeland whose name is subscribed to the aforesaid
Instrument as the party thereof personally known to me to be the individual
and described in and who executed the aforesaid Instrument and
who acknowledged to me that he executed the same freely and voluntarily
for the purposes therein mentioned. E. E. & H. Adams Notaries Public
in and for said County and officially appeared and at my office in the County
of Storey Nevada and advised me that said Kneeland had administered said Instrument.

7/20
in
one
to
and
Kneeland
of
Storey
County
Nevada
Notary Public
I have hereunto set my hand and seal the twentieth day of April one thousand eight hundred and eighty three

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Recorded at request of H. A. Hall April 2^d 1863 at 8 o'clock past 11 a.m.

Chas. H. Fitch Recorder

S. M. Hunt
 C. Barruthers

This Indenture made the Twenty first day of April in the year of our Lord eight hundred and sixty three Between S. M. Hunt of Gold Hill Store County Territory of Nevada party of the first part and Edward Barruthers of the same place and County and Territory party of the second part Witnesseth that the party of the first part is justly indebted to the said party of the second part in the sum of One hundred dollars in United States Gold Coins upon a Promissory Note made of the date hereof by the party of the first part to and in favor of the said party of the second part in the words and figures following to wit: For value received I promise to pay to the order of Edward Barruthers on the Twenty first day of June One thousand eight hundred and sixty three The sum of One hundred dollars in United States Gold Coin without any interest, S. M. Hunt. Now this Indenture Witnesseth that for the purpose of securing the payment of the said Promissory Note and the interest thereon as it shall become due and payable the said party of the first part for and in consideration of the premises as also in consideration of the sum of one dollar lawful money to one in hand paid by the party of the second part at or before the expiration execution of these presents the receipt whereof is hereby acknowledged have granted bargained sold conveyed and confirmed and do hereby grant bargain sell convey and confirm unto the said party of the second part his heirs and assigns all the right title and interest estate claim and demand in and to a certain Town lot situated and described as follows to wit: Bounded on the South by Front and by rear lot on the North by Hartwell lot and on the West by the American Flat road and on the East by a lot adjoining Hartwell lot on the South. The whole including security five feet front more or less. Together with all and singular the tenements hereditaments and appurtenances therunto belonging in in any wise appertaining to the said party of the first part and to hold the said above described premises with all the tenements hereditaments and appurtenances therunto belonging unto the said party of the second part his heirs and assigns to and for his and their use profits and behoof forever. Provided Nevertheless that if the said party of the first part shall and does not and truly pay or cause to be paid the said sum of money with the interest not shall become due and payable thereon according to the terms and effect hereof then in such case this Indenture and the estate hereby granted shall be null and void also to remain in full force and virtue. And it is distinctly understood and agreed that if the said party of the first part shall not be punctually paid when the same shall become due and payable as before mentioned then and in such case the

copy of same sent to J. E. Lambeth to return same in the amount of \$100 and declare that the same is fully paid and to be changed and I promise to do so and that all tax accrued for interest and principal be paid by the party of the first part to the party of the second part

hereditaments and appurtenances therein belonging as
 measured at bearing and the reversive and possession, premises
 and common, sole, reserved profits thereof and also the
 whole and full, without, proper in possession, alien and claim
 should and to have, as well in law as in equity of the said parties
 of the first part of and to be and to be described premises and
 every part and parcel thereof with the appurtenances, To Have and
 To Hold all and singular the above mentioned and described premises
 together with the appurtenances unto the said party of the second
 part his heirs and assigns forever. In Witness Whereof the said
 parties of the first part have hereunto set their hands and seals the
 day and year first above written,

Jno. Jellig (Seal)
 J. H. Brown (Seal)
 A. Johnson (Seal)
 Edward Patton (Seal)

Territory of Nevada County of Storey in

On this 17th day of August A. D. One Thousand and Eight
 hundred and sixty four, before me Henry M. Morgan a Notary Public
 and Justice of the Peace personally appeared J. Jellig, J. H. Brown, A.
 Johnson & E. Patton known to me to be the persons described in and
 who executed the foregoing instrument, and being severally and each
 separately acknowledged to me that they executed the same freely and
 voluntarily and for the uses and purposes therein mentioned. Witness
 my hand and official seal the date last above in this Certificate written.

H. M. Morgan Notary Public
 County of Storey Nevada
 Reported at request of E. J. McLeod Aug 17th 1864, at 3 1/2 min past 2 P.M.
 BK X Nevada
 178. 483-485

This Indenture made and executed with due legal
 power of full age the day of the 17th day of August
 one thousand and sixty four between John Jellig
 and Edward Patton of Storey County Nevada and
 John H. Brown and A. Johnson of the City and County of Storey
 State of California parties of the first
 part and the Recipient's Wife and heirs and assigns parties of the
 second part. Whereas the parties of the first part have found see another
 company under the laws of the Territory of Nevada called the Nevada
 Mill and Lumber Company to which it is now intended by their
 instrument to transfer all the rights title and interest they and each of
 them have and claim in and to the mining ground or tract and its
 appurtenances hereinafter described. And Whereas the said parties
 of the first part have found that the said company of Nevada
 in consideration of certificates of stock in the said company and their
 labor and capital money and each of them have and each of them

137741

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the purchase of land in the Territory of Nevada. I have the honor to inform you that the same has been referred to the proper authorities for their consideration. I have the honor to inform you that the same has been referred to the proper authorities for their consideration. I have the honor to inform you that the same has been referred to the proper authorities for their consideration.

Henry Howell, Commissioner of Nevada
 at Carson City, Nev.

This indenture made the twentieth day of August in the year of our Lord eight hundred and sixty four Between Andrew Lawrence and Edmund Patton of Storey County Nevada Territory parties of the first part and John Gillig and S. M. Brown of the same place parties of the second part Witnesseth That the said parties of the first part for and in consideration of the sum of One Dollar lawful money of the United States of America to us in hand paid the receipt whereof is hereby acknowledged have granted bargained sold conveyed and quit claimed and by these presents do grant bargain sell receive convey and quit claim unto the said parties of the second part and to their heirs and assigns forever all the right title and interest of the said parties of the first part. All that certain piece or parcel of land lying and being in American Plat in Storey County Nevada Territory bounded as follows to wit Commencing at our Iron Station on the edge of Matters Hill Road forty six feet from S. M. Brown's house in a N. E. direction thence running in a southerly direction one hundred and forty one feet to a stake on the edge of Matters Hill Road thence in a southerly direction one hundred and twenty one feet to a stake

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the parties a full and complete release of the parties of the first part, and the release of the first part to consent that the said parties of the second part, by the said conveyance, and by assuming the covenants therein contained, shall and they severally and jointly have hold and enjoy the said premises for the term aforesaid, and it is further mutually agreed by and between the parties hereto, that the parties of the second part, shall furnish all plans, fuel and other materials necessary to carry said mill and their own charge, cost and expense, and furthermore that the parties of the first part, shall have the right to engage if possible at a reasonable rate, parties to be used in said mill, and the parties of the second part, shall be obliged to receive and use the same under the conditions of the lease, and in case the parties hereto aforesaid, agree as to the prices of the same, it shall be left to the said parties to determine the value thereof.

And it is further mutually agreed that should the pumps and fixtures attached to the machinery of the said mill and in the shaft under the same be not necessary to drive the same under the said mill, the same may be removed at the option of the said parties and sold or disposed of in any manner they may deem most advantageous. And the parties of the second part do hereby agree that they will take good care of the same, and they do not at the expiration of this lease, the same in or good repair, as they may be put in by the covenants and agreements herein contained, and provided you make no covenant excepted. In witness whereof we the parties to the instrument here before affixed our hands and seals this day and date first above written.

W. H. Kinkaid
 H. H. Rhodes
 New York & Nevada S.S. Trust Co.
 Company by P. E. Avery Atty in fact

State of Nevada, County of Storey, ss.

On this Twenty-fifth day of February, A.D. One thousand Eight hundred and Sixty five, before me A. C. Thomas a Notary Public in and for said County, personally appeared W. H. Kinkaid and H. H. Rhodes known to me to be the persons described in and who executed the foregoing instrument, and they severally and each for himself acknowledged to me that executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Witness my hand and official Seal, this date last above written.

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them duly commissioned and sworn personally appeared Thomas Delaney and a wife
 Delaney his wife, whose names are subscribed to the several instruments so and so
 generally personally known to me to be the same persons described in and who executed
 the said instrument and they severally duly acknowledged to me that they executed the
 same freely and voluntarily for the uses and purposes therein mentioned. And the said
 Mr Delaney wife of said Mr Delaney who is personally known to me to be the person whose name
 is subscribed to the aforesaid instrument as a party thereto having been by me made
 acquainted with the contents of such instrument, duly acknowledged to me and an ex-
 amination apart from and without the hearing of her husband that she executed
 the same freely and voluntarily for the uses and purposes therein mentioned with-
 out fear or compulsion or undue influence of her husband, and that she does not wish
 to retract the execution of the same. In Witness Whereof I have hereunto set my
 hand and affixed my official seal, at my office, in the County of Stary, State of Nevada
 the day and year last above written.

Recorded at request of Grantee, June 25th 1865, at 50 mins past 3 P.M.
 N. W. Morgan, Notary Public
 N. W. Morgan Recorder

Isaac L. Regual & W. A. Co. Ball } 211 S. Rev. Stamp 1850
 }
 } This Indenture, Made the eighth
 New York & Nevada M. & M. Co. et al. } day of April in the year of our Lord, one
 thousand eight hundred and sixty five between Isaac L. Regual and W. A.
 Co. Ball of the County of Storey, of the first part, and the New York and Nevada Mill
 and Mining Company, Mr. Scott Patrick and W. A. Schader, of the same place, parties
 of the second part, Witnesses, That the said parties of the first part, for and in con-
 sideration of the sum of two thousand five hundred Dollars, lawful money of
 the United States of America, to them in hand paid by the said parties of the second
 part, at or before the executing and delivery of these presents the receipt whereof is
 hereby acknowledged, have remised, released and quit claimed unto by these
 presents do remise, release and quit claim unto the said parties of the second
 part, and to their heirs and assigns forever, All of our and each of our right title
 interest demands and claims of every description both at law and in equity
 of in and to a certain Mill, Machinery pump and fixtures of every kind
 and description whatsoever including engine, boiler, batteries, pans, and a-
 amalgamators attached thereto, said Mill being known as the Corned Steam
 quartz Mill, situate at Old Hill in Storey County upon that certain piece of
 land known as the Burke & Hamilton claim, being 40 feet in width from North
 to South, and about 400 feet in length from East to West. Also all our right
 title and interest in and to a certain tract of land adjoining the said Burke
 & Hamilton claim, lying on the South thereof, being five hundred feet from
 North to South and four hundred feet from East to West with the precision
 and improvements thereupon situate. The said claim being for surface
 ground, and being used in connection with the said Mill together with
 the quartz shoot or slide, the platform, the water tub and amalgamating

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appurtenances of every sort and description situated upon the said ground or place outside of the Sanke & Hamilton location. Together with all and singular the tenements, hereditaments and appurtenances therewith belonging, or in any wise appertaining, and the reversions and reversion, remainder and remainders, issues and profits thereof. And also, all the estate, right, title interest, profits, possession, claim and demands whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part or parcel thereof with the appurtenances. To have and to hold, all and singular the above mentioned and described premises together with the appurtenances and the said parts of the second part their heirs and assigns forever. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Isaac S. Regan
 H. A. H. Ball

State of Nevada: County of Storey, 3d.

On this eighth day of April AD One Thousand Eight Hundred and Sixty five, before me, Henry C. Cohen a Notary Public in and for said Storey County personally appeared Isaac S. Regan & H. A. H. Ball to me personally known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Recorded at request of P. C. Avery, June 24th 1865 at 30 mins past 9 a.m.
 H. W. Vesey Recorder

Robert Scoops } w. s. Rev. Stat. § 110 State Rev. Stat. § 110
 To }
 Michael Hannihan }
 This Indenture made the twenty third day of May in the year of our Lord, one thousand, eight hundred and sixty five, between Robert Scoops of the City of Marysville County of Yuba and State of California of the first part and Michael Hannihan of Diamond Springs California party of the second part, Witnesses, That the said party of the first part, for and in consideration of the sum of one thousand Dollars, lawful money of the United States of America to him in hand paid, by the said party of the second part at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has remitted, released and quit claimed and by these presents does remise, release and quit claim unto the said party of the second part and to his heirs and assigns forever All that certain piece or parcel of land described as follows to wit: the South (20) twenty feet of lot No (8) mine in Block No (20) eighty two commencing at the Southeast corner of said lot and running thence along the line of A Street north (20) twenty feet thence west (60) sixty feet, thence South one foot chance west to Howard Street thence South along the line of Howard Street (19) nineteen feet thence east to A Street the place of beginning. Together with all and singular the tenements, hereditaments and appurtenances therewith belonging, or in any wise appertaining, and the reversion and reversion, remainder and remainders, issues and profits thereof; And also all the estate, right, title interest of the

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In witness whereof and duly after first, all that concerns all the laws
and the laws of the State of Nevada.

State of California
County of San Francisco

On this twenty first day of May A.D. One thousand
Eight Hundred and Sixty five before me J. J. Milliken, a Commissioner of Deeds
for the State of Nevada, duly appointed, commissioned and residing in San Fran-
cisco City and County, personally appeared the within named J. H. Beard, whose
name is subscribed to the annexed Instrument as a party thereto personally
known to me to be the individual described in and who executed, did and annexed
Instrument, and he duly acknowledged to me that he executed the said and
and voluntarily and for the uses and purposes therein mentioned. In witness
whereof, I have hereunto set my hand, and affixed my Official Seal in said County
the day and year in the Certificate first above written.

J. J. Milliken
Commissioner of Deeds for the State of Nevada
Recorded at request of Grantee, June 25th 1865, at 10 min past 2 P.M.
H. W. Gray Recorder

McKipatash & Brods)
to)
New York & Nevada Mining)
and to the Brods of the first part and the New York and Nevada Mining and)
Mill Company of the second part witnesseth that the said parties of the first)
part in and in consideration of one dollar to us in hand paid by the party of)
the second part, have bargained, sold and conveyed with the said party of the)
second part, all the right title and interest which we or either of us have by virtue)
of a certain deed bearing even date herewith, executed by Ed. Dequa and)
H. L. Hall to us in common with the party of the second part, in and to the)
following described property to wit a certain tract of land, adjoining the tracks)
Hamilton claim, lying on the South shore of being five hundred feet from)
South end, four hundred feet from East to West, with the location and)
improvements thereon situate, the said claim being for surface grounds, and)
being used in connection with the said Mill, together with the Gravel chute,)
slide, the platform, the tanks and amalgamating apparatus of every sort)
and description situated upon the said ground or claim, outside of the tracks and)
Hamilton location. It is our joint and lawful intent that the party of the second part do)
have and assign forever, in testimony whereof, we have hereunto set our hands)
the day and year first above written.

McKipatash & Brods
H. H. Lee
State of Nevada County of Esmeralda
On the Twenty fourth day of June A.D.

134750

One thousand Eight Hundred and Sixty five before me a Notary Public in and for said County, personally appeared *Wm. C. ...* known to me to be the persons described in and who executed the annexed Instrument and they severally and each for himself, acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal the date last above, in this Certificate written in presence of *Wm. C. ...*
Recorded at request of *W. C. Avery*, June 28, 1865, at 20 min past 3 o'clock
Wm. C. Avery Recorder

Wm. C. Avery 20. 2 Nov. Stamp 50cts. State. Nov. Stamp 50cts.
Charles E. ... This Indenture made the twenty eighth day of June in the year of our Lord, eight hundred and Sixty five, between *Wm. C. ...* of Virginia, City County of Storey, State of Nevada, party of the first part and *Charles E. ...* of the same place County and State party of the second part, witnesses, that the said party of the first part, for and in consideration of the sum of Three hundred and twenty five Dollars lawful money of the United States of America to him in hand paid, the receipt whereof is hereby acknowledged to both granted, bargained, sold, conveyed and quit claimed, and by these presents do grant, bargain, sell, convey and quit claim unto the said party of the second part and to his heirs and assigns forever, all the right title and interest of the said party of the first part, of that certain piece or parcel of land or town lot situated in Virginia City County and State of Nevada, and described as follows, Commencing at the South West Corner of the lot or Street and running South on said Street twenty five feet to *Wm. C. ...* running East to the Street one hundred feet thence along the Street northerly twenty five feet thence westerly to the Street one hundred feet to place of beginning, said lot is the North West portion of Lot 149 Block 4 of the official map of the City of Virginia, and said lot is the one half of the lot conveyed by deed from *Wm. C. ...* to the said party of the first part and said conveyance is recorded in the Books of Storey County Nevada Book 2, pp 206.

Together with all and singular the conveniences, tenements and appurtenances thereto and the rents, issues and profits thereof. To have and to hold all and singular the above described premises, together with the appurtenances, unto the said party of the second part his heirs and assigns forever in witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of *Wm. C. ...*
The words this or to have between the words and
nothing contained before signature.

Witness my hand
State of Nevada County of Storey D. C.

On the twenty eighth day of June 1865 One thousand Eight Hundred and Sixty five before me, Samuel ... a Notary Public, in and for said County, personally appeared *Wm. C. ...* known to me to be the person described in and who executed the annexed Instrument, who acknowledged to me that he executed the same freely and

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and building with the same the expenses of the same and the interest and structure thereof situated for the term of one year commencing on the first day of June 1866 and ending on the 31st day of May 1867 at the Monthly Rent or Sum of Eight Hundred Dollars in United States Gold Coin payable Monthly on the last day of each and every Month, until the expiration of the term. The said rent payable in equal portions to the said Mr. Westpatrick and the said Mrs. Westpatrick, that is to say Four Hundred Dollars in said United States Gold Coin payable on the said last day of each and every Month to the said Mr. Westpatrick his heirs or assigns and Four Hundred Dollars payable in said United States Gold Coin at the same time by the said Mrs. Westpatrick his heirs or assigns. Provided nevertheless that if the rent reserved, or any part thereof shall be behind and unpaid on any day of payment when the same ought to be paid and to the persons above named in their just and due proportion and amount, or if default shall be made in any of the covenants herein contained, on the part or behalf of the said party of the second part its successors or assigns, to be kept and performed then and from thenceforth it shall and may be lawful for the parties of the first part their heirs or assigns into and upon the said covenanted premises and every part thereof to be enter and the same to have or gain, repossess and enjoy as in their first or former estate anything heretofore contained to the contrary thereof in any wise notwithstanding. And the said party of the second part its heirs and its assigns shall covenant and agree to and with the parties of the first part and each of them their heirs or assigns by these Presents that the said party of the second part and its successors or assigns shall and will during the term hereby granted, hold and truly pay or cause to be paid unto them the said parties of the first part their heirs or assigns and in the proportion hereinbefore mentioned the said above reserved Rent on the days and in the manner limited and prescribed as above said for the payment thereof without defalcation or delay or occasion of law intent and meaning of them parties and on the last day of the said term or the previous determination of the estate then by granted the said party of the second part its successors or assigns shall and will peaceably and lawfully leave place of and surrender unto them the said parties of the first part their heirs or assigns, all and singular the same covenanted premises, with good order and quietness as the same now are used, peace and lead thereof and damage by the elements excepted. And the said party of the second part its successors or assigns shall and will during the term hereby granted

...shall be behind and unpaid on any day of payment when the same ought to be paid and to the persons above named in their just and due proportion or if default shall be made in any of the said covenants herein contained, on the part or behalf of the said party of the second part, the same shall be kept and performed, then any of the said parties shall and may be lawfully for the parties of the first part their heirs or assigns, into and upon the said demised premises, and every part thereof, to go into and the same to have, receive, possess and enjoy as in their first or former estate anything hereunto before contained to the contrary thereof in any wise notwithstanding. And the said party of the second part for itself and its assigns doth covenant and agree to come with the parties of the first part and each of them their heirs or assigns by these presents that the said party of the second part and its successors or assigns shall and will, during the term hereby granted, well and truly pay or cause to be paid unto them the said parties of the first part their heirs or assigns and in the property herein before mentioned the said above assured Rent on the days and in the manner limited and prescribed as aforesaid for the payment thereof without default or delay according to the true intent and meaning of these presents and on the last day of the said term or the sooner determination of the estate hereby granted the said party of the second part its successors or assigns shall and will peacefully and quietly bear, hold and enjoy unto them the said parties of the first part their heirs or assigns, all and singular the same devised premises, with good order and condition as the same now are, usual uses and tenures thereof and things by the elements excepted. And the said party of the second part doth further covenant and agree that it will not during the said term breach the said premises, or any part thereof, with out the previous written consent of the parties of the first part, and further agree that all other and further repairs, or improvements that upon the said premises during the term hereby devised, by the said party of the second part shall be done at the sole and expence cost of the said party of the second part, but if additional repairs are put in they may be removed at the expiration of this lease. And it is further explicitly agreed, covenanted and contracted by and between the parties hereto that the aforesaid Steam power of pipes and all things attached to the said Mill Machinery, may at any time be removed from the premises, and sold or otherwise disposed of for the benefit of the parties hereto by the mutual consent of the said parties of the first part and the second part. Every breach of the covenants herein contained shall at the option of the party injured be construed as a forfeiture of the term herein demised. And the said party of the second part further covenants

103101

There will not be any stipulation or covenant regarding repairs or
repairs and expenses during said term nor permit the same to be done or
committed by either under its contract. And it is further covenanted by and
between the parties hereto that should any damage occur from a accident fire
or other accident without the negligence of the said party of the second part
or its employees then the said rent shall cease. For such reasonable repairs
may be necessary by prompt diligence to repair the said injuries previous
to the said damage of such a character as necessity to prevent the said
mill and driving works from becoming. And said parties of the
first part do covenant that the party of the second part paying rent as a
foresaid and observing the other conditions herein set forth shall and lawfully
have and enjoy the premises herein described without let or hindrance
from any and all other persons. (The words "renewed at the expiration of
the lease" inserted before signing) In witness whereof the said parties
have hereunto affixed their hands and seals day and date first above written.

Attest
Me. Kirkpatrick
Am. H. Rhodes
New York & Canada I & S. M. & M. Co. Corp
D. E. Avery agt

(State of Nevada)
County of Storey) On this twenty third day of May A. D. one
thousand eight hundred and Sixty five before me
A. C. Knox a Notary Public in and by said County duly commis-
ed and seen personally appeared Mr. Kirkpatrick and Am. H. Rhodes
personally known to me by the names described in and who together
with D. E. Avery and myself generally acknowledged to me that they
are the owners of said premises and particularly and for the uses and purposes
therein contained therein and do hereby certify that at the same time and
place personally appeared before me the said Notary D. E. Avery
as well as the attorney in fact of the Nevada Full and Nevada Gold and
Silver Mining and Mill Company the party described in and who
acknowledged the within foregoing to said attorney and the said D. E. Avery
acknowledged that they executed the same for and on behalf of the said
Company. In witness whereof I have hereunto set my hand and seal
of my official office and my office in the said County and State
on day and year last above written.

Attest
Received at request of Am. H. Rhodes May 25th 1865 at 218 Main Street 3rd Fl.
A. C. Knox Notary Public
A. H. Rhodes Recorder

13A755

Have you both exposures - see which real best -

The said well mentioned any instrument, or contract, or agreement, or
on said premises during said term, nor permit the same to be done, or
committed by others under its contract. And that further covenants, covenants
between the parties hereto, that should or should not occur from an accident, fire,
or other accident, without the negligence of the said party of the second part,
or its employees, then the said rent shall cease, for such reason, and then
may be necessary by prompt diligence, to repair the said injuries, provided
the said damage is of such a character as necessarily to prevent the said
mills and distilling works from running. And said parties of the
first part do covenant that the party of the second part paying rent, shall
observe and observe the other conditions herein set forth, shall and shall
have and enjoy the premises herein described without let or hindrance
from any and all other persons. (The words "nevertheless" at the expiration of
the term herein before expressed) In Witness whereof the said parties
have hereunto affixed their hands and seals, this 14th day of May, 1855.

W. H. Kirkpatrick
Wm. H. Rhodes
New York & Canada G. S. M. & M. Co. Eng.
D. E. Carey Agt.

(New York & Canada)
On this thirteenth day of May A.D. 1855
thirteen hundred and sixty five before me
A. C. Wood a Notary Public in and for said County, duly commissioned
and sworn personally appeared Wm. H. Kirkpatrick and Wm. H. Rhodes
personally known to me to be the persons described in and under a certain
instrument of writing, and personally acknowledged to me that they
were the same persons and voluntarily and for the uses and purposes
therein expressed, have further certified that at the same time and
place personally appeared before me the said Notary, D. E. Carey, Esq.
an Attorney at Law, of the New York and Canada Insurance
and Mill Company, the party described in and under
said instrument of writing, and the said Attorney, and they said, Edward
W. Wood and I, the said Notary, have compared and examined and
affirmed that the contents of said instrument, and the said
the day and year last above written.

A. C. Wood Notary Public
Witness my hand and seal at my Office in the said County and State
the day and year last above written.
H. McHenry Recorder
134756

a (Cross Kirschman } 21. of Revenue 5000 State Revenue 5000
 This Indenture made the third day of 21
 D. January 1865 this year of our first one thousand eight
 Hundred and sixty five between all Cross Kirschman of Gold Hill Sorey
 County State of Nevada party of the first part and D. Janion of the same
 party of the second part Whereas that the said party of the first part for
 and in consideration of the sum of Five Hundred Dollars lawful money of
 the United States of America to him in hand paid the receipt whereof is
 hereby acknowledged hath granted bargained, sold, conveyed
 and quit claimed, and by these presents does grant bargain, sell, convey
 assign and quit claims with the said party of the second part and to his
 heirs and assigns forever, all the right title and interest of the said party
 of the first part to a certain lot located on the east side of High Street
 in the Town of Gold Hill Sorey County State of Nevada commencing at a
 point north of a lot owned by John Sales running South twenty eight (28)
 feet by a depth of one hundred and ten feet (28 x 110) more or less
 together with the improvements thereon consisting of a one story frame
 building formerly occupied by J. W. Bond. Together with all and singular
 the tenements, hereditaments and appurtenances therewith belonging and
 the rents issues and profits thereof. To Have and to Hold all and sin-
 gular the above described premises together with the appurtenances with
 the said party of the second part his heirs and assigns forever. At Test
 Witness the said party of the first part has hereunto set his hand and seal
 the day and year first above written.

a (Cross Kirschman (S))

State of Nevada County of Sorey

In this third day of October A.D. One Thousand
 and Eight Hundred and sixty five before me Henry P. Coker a Notary Pub-
 lic in and for said County personally appeared a Cross Kirschman
 known to me to be the person described in and who executed the foregoing
 instrument who truly acknowledged to me that he executed the same
 freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official Seal the date last above in this last of
 Oct 1865

Henry P. Coker Notary Public
 Recorded at request of D. Janion Oct 11th 1865 at 15 min past 1 P.M.
 A.M. Sorey Recorder

a (Cross Kirschman } 21. of Revenue 5000 State Revenue 5000
 This Indenture made & entered
 into this fourth day of October A.D. 1865
 Between Mr. Kirschman of the first part and Louis Janion jr. of

194757

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the second part both of Storey County State of Nevada. Whereas, that said Kirkpatrick in consideration of the sum of Five Thousand lawful money of the United States of America to him paid by said Janin this receipt whereof he hereby acknowledged has granted bargained and sold and does by these presents grant bargain and sell with said Janin his heirs and assigns forever. All the undivided one fourth part or interest of in and to the right and privilege of using and occupying as a mill site the following described tract of land situate at Gold Hill Storey County State of Nevada to-wit: Commencing at a point on the southerly boundary line of the Duke & Hamilton ground at Gold Hill. Thirty Eight feet makes Easterly from the South West corner thereof. Thence running Easterly along said southerly boundary One Hundred and Thirty Eight feet thence at right angles Westerly Thirty three feet thence at right angle Southerly One hundred and thirty eight feet and thence at right angle Southerly Thirty three feet to the point of beginning, said tract of land being now occupied as the mill site of the Comet Mill; also the undivided one fourth part or interest of and in that certain mill situated on the above tract of land known as the Comet Steam Dray Mill and the machinery and fixtures of every kind and description thereto attached and belonging including engine boilers, rollers, hoars and amalgamators, reels, finishing works, smelting house &c. Together with all and singular the rights, privileges and appurtenances therewith belonging and the rents, issues and profits thereof, and particularly the rents to accrue from said one fourth interest under and by virtue of a certain lease of said interest made by said Kirkpatrick to J. E. Hury, and also all the interest of said Kirkpatrick in the Policy of Insurance effected on said property. This conveyance however is subject to a certain incumbrance by way of mortgage executed by said Kirkpatrick to W. Shanon agent securing his said Kirkpatrick note to said Shanon agent for the sum of Three Thousand dollars in Gold coin with interest at the rate of 2 1/2 % per month and which matures on or about the 1st day of December 1863. And Mrs. Eliza Kirkpatrick wife of said old Kirkpatrick joins in this conveyance and hereby conveys and releases to said Janin all claim and interest of and in the above described property and premises and particularly all right and claim of Power therein. In Witness of the foregoing the said Wm Kirkpatrick and Eliza Kirkpatrick have hereunto set their hands and seals the day and year first above written.

Wm. Kirkpatrick
Eliza A. Kirkpatrick

State of Nevada County of Storey. On the Fifth (5th) day of October A. D. 1863. One Thousand Eight Hundred and sixty Three m. l. c. Know a Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared Mr. Kirkpatrick and Eliza Kirkpatrick his wife whose names are subscribed to the annexed instrument respectively thereto severally personally known to me to be the same persons named therein and who executed the said instrument and they severally do hereby certify to me that they executed the same free and voluntarily.

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land situated at Gold Hill, Storey County State of Nevada, to wit, commencing at a point on the southerly boundary line of the land & Hamilton ground at Gold Hill, thirty eight or inches Easterly from the South West corner thereof, thence running Easterly along said southerly boundary one hundred and thirty eight feet; thence at right angles Northerly thirty three feet; thence at right angles Westerly one hundred and thirty eight feet and thence at right angles Southerly thirty three feet to the point of beginning; said tract of land being now occupied as the mill site of the Comet Mill; also the like undivided one fourth part or interest of and in that certain Mill situated on the above tract of land known as the Comet Steam Sawy Mill and the machinery and fixtures of every kind and description thereto attached and belonging including engine boilers, batteries, pans and amalgamators, reals, printing works, smelting houses together with all and singular the rights, privileges and appurtenances therewith belonging and the rents, issues and profits thereof, and particularly the rents to accrue from said one fourth interest under and by virtue of a certain lease of said interest made by said Kirkpatrick to P. E. Avery, and also all the interest of said Kirkpatrick in the Policy of Insurance effected in said property. This conveyance however is subject to a certain incumbrance by way of mortgage executed by said Kirkpatrick to W. Shann agent concerning the said Kirkpatrick note to said Shann agent for the sum of Three Thousand dollars in Gold Coin with interest at the rate of 2 1/2 % per month and which matures on or about the 1st day of December 1883. And Mrs. Eliza Kirkpatrick wife of said Mr. Kirkpatrick joins in this conveyance and hereby assigns and releases to said Janin all claims and interest of and in the above described property and premises and particularly all right and claims of Power therein. In witness whereof the foregoing the said Mr. Kirkpatrick and Eliza Kirkpatrick have hereunto set their hands and seals the day and year first above written.

W. Kirkpatrick
Eliza A. Kirkpatrick

State of Nevada, County of Storey, ss.

On the Fifth (5th) day of October A. D. one Thousand Eight Hundred and Sixty Five before me W. C. Knox, a Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared Mr. Kirkpatrick and Eliza Kirkpatrick his wife whose names are subscribed to the annexed instrument as parties thereto, severally personally known to me to be the same persons described in and who executed the said instrument, and they severally duly acknowledged to me that they executed the same freely and voluntarily, in the name and purpose therein mentioned. And the said Eliza Kirkpatrick the wife of said Mr. Kirkpatrick who is personally known to me to be the person whose name is subscribed to the annexed instrument as a party thereto having been by me made acquainted with the contents of said instrument duly acknowledged to me on an examination of the said instrument without the hearing of her husband, that she executed the

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some freely and voluntarily, for the use and purpose therein made, without fear or compulsion or undue influence of her husband, and that she does not wish to retract the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official Seal in the County of Storey, State aforesaid, this day and year last above written.

(Signed) N. G. Knox, Notary Public.
Recorded at request of Grantor, Oct 12th 1863, at 18 mine, Part 1, Page 1.
N. G. Knox, Recorder

Albany E. Curry et al vs. S. Revenue 5000. State Revenue 5000.
Thomas Barclay vs. This Indenture, made the 27th day of September in the year of our Lord one thousand eight hundred and sixty five (1865) Between Mary Ella Curry for herself, and as guardian of Charles H. Curry and Frederick C. Curry (minors) of Ormsby County, Nevada of the first part, and Thomas Barclay of Storey County, Nevada, of the second part. Witnesseth, that the said parties of the first part, for and in consideration of the sum of Five Hundred (\$500) Dollars and certain personal services rendered and to be rendered said money being to 1st parties in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released, conveyed and quit claimed, and by these presents do grant bargain, sell, remise, release convey and quit claim unto the said party, of the second part, and to his heirs and assigns forever, all the right title and interest estate claim and demands, both in law and equity, as well in possession as in expectancy of the said parties of the first part, of, in or to that certain portion claim and mining right title, or property, on that certain vein or lode of rock containing precious metals of gold silver and other metals and situated in the Virginia Mining District, Storey County, State of Nevada and described as follows to wit: An undivided one half interest in that certain piece or parcel of mining ground located in the year of our Lord 1859 in the name of C. H. Curry, and afterwards, to wit: on the 14th day of November A.D. 1859 purporting to have been conveyed in and by a deed from A. Curry & C. H. Curry to Henry Meredith; said ground being situated on the Bonstonside side in said District County and State and formerly known as the Curry ground, and claims, which said ground and claim was consolidated with the Childs claim and ground and being a portion of that certain mining claim now claimed worked and known as the Childs Curry claim. Said party of the second part hereby agreeing not to convey or dispose of the interest in said property herein conveyed to him without the written consent of said Mary Ella Curry, unless the remaining interest of said parties of the first part shall first be disposed of. Together with all the dips spurs and angles, and also all the metals ore gold and silver bearing quartz rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements and hereditaments or appurtenances thereto belonging

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